

**Exhibit B**

**Seeger Declaration**

**UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
LUBBOCK DIVISION**

IN RE:	§	
	§	
	§	
REAGOR-DYKES MOTORS, LP, <i>et al.</i> , <sup>1</sup>	§	Case No. 18-50214-rlj-11
	§	
	§	
Debtor.	§	(Jointly Administered)
	§	

**DECLARATION OF ANDREW SEGER IN  
SUPPORT OF EXPEDITED APPLICATION TO EMPLOY  
AND RETAIN KEY TERRELL & SEGER, LLP AS PART OF THE CONSORTIUM  
LAW FIRMS ACTING AS SPECIAL LITIGATION COUNSEL  
TO DEBTORS AND DEBTORS IN POSSESSION,  
EFFECTIVE NUNC PRO TUNC TO THE PETITION DATE**

I, Andrew Seger, declare, pursuant to 28 U.S.C. § 1746, under penalty of perjury as follows:

1. I am president of the Seger Firm, P.C., a partner of the firm of Key Terrell & Seger, LLP (“Key Law Firm”), which maintains offices for the practice of law at 4825 50<sup>th</sup> Street, Suite A, Lubbock, Texas 79414. I am an attorney-at-law, duly admitted in the State of Texas. I submit this Declaration in connection with the application of the Debtors and Debtors in Possession in the above-captioned case (the “Debtors”), to retain the Key Law Firm as part of the Consortium Law Firms to act as special litigation counsel. I further hereby provide the Disclosures required under sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and the

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<sup>1</sup> The Debtors are Reagor-Dykes Imports, LP (Case No. 18-50215), Reagor-Dykes Amarillo (Case No. 18-50216), Reagor-Dykes Auto Company, LP (Case No. 18-50217), Reagor-Dykes Plainview, LP (Case No. 18-50218), Reagor-Dykes Floydada, LP (Case No. 18-50219), Reagor-Dykes III LLC (Case No. 18-50322), Reagor -Dykes Snyder, L.P. (Case No. 18-50321), Reagor-Dykes II LLC (Case No. 18-50323), Reagor Auto Mall Ltd (Case No. 18-50324) and Reagor Auto Mall I LLC (Case No. 18-50325).

Local Rules of the United States Bankruptcy Court for the Northern District of Texas (the “Local Rules”). Except as otherwise noted, I have personal knowledge of the matters set forth herein.

### **THE KEY LAW FIRM’S QUALIFICATIONS**

2. The Debtors seek to retain the Key Law Firm because of its recognized expertise and extensive experience and knowledge in the fields of commercial litigation, general banking, fiduciary litigation, and lender liability law. In addition, I have fourteen (14) years of experience in Texas litigation cases.

3. The Key Law Firm had not begun representing the Debtors before August 1, 2018 or November 2, 2018, the respective dates on which the petitions for relief was filed in the cases (the “Petition Date”). In preparing for its representation of the Debtors in these cases, the Key Law Firm endeavored to become familiar with the Debtors’ business and many of the potential legal issues that may arise in the context of the litigation matters that may arise and be assigned to the Consortium Firms in connection with this chapter 11 case. The Key Law Firm is both well qualified and uniquely able to represent the Debtors in these matters in an efficient and timely manner.

### **SERVICES TO BE PROVIDED**

4. Subject to further order of the Court and consistent with that certain engagement letter dated July 30, 2019 (the “Engagement Letter”), a copy of which is annexed hereto as Exhibit I, the Debtors retained The Consortium Law Firms to represent the Debtors in certain litigation cases arising in and in connection with their chapter 11 bankruptcies and the chapter 11 cases. Accordingly, The Consortium Law Firms will render, without limitation, services in prosecuting those claims and causes of action that Debtors ask them to pursue on behalf of Debtors. In addition, and where necessary, the Consortium Firms may assist the Debtors in performing ancillary

services, which may be reasonably related to the prosecution of such claims as may be assigned to it.

**THEY KEY LAW FIRM'S CONNECTIONS WITH THE DEBTORS**

5. The Key Law Firm has established procedures (the "Conflict Procedures") to determine whether it has any relationships to parties that may cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, to implement such Conflict Procedures, the Key Law Firm took the following actions to identify (i) parties that may have connections to the Debtors and (ii) the Key Law Firm's relationship with such parties:

- (a) the Key Law Firm requested and obtained from the Debtors extensive (but not necessarily comprehensive) lists of interested parties and creditors (the "Potentially Interested Parties").<sup>2</sup> The Potentially Interested Parties include, among others, the Debtors; affiliates of the Debtors; the Debtors' significant; and employees of the Office of the United States Trustee for the Northern District of Texas. A copy of the list of the Potentially Interested Parties searched by the Key Law Firm is annexed hereto as Exhibit II.
- (b) the Key Law Firm then compared each of the known Potentially Interested Parties to the names in an electronic database of current and former clients that the Key Law Firm maintains (the "Client Database"). The Client Database generally includes the name of each client of the firm, the name of each party who is or was known to be adverse to such client of the firm, certain parties that are related to the client, and the names of the Key Law Firm partners who are or were primarily responsible for the Key Law Firm's representation of such clients.
- (c) Known connections between former or current clients of the Key Law Firm and the Potentially Interested Parties were compiled for purposes of preparing this Declaration.

6. Based upon these Conflict Procedures and my own review of the Potentially Interested Parties, I have identified the following connections and/or prior matters that I believe to be potentially relevant:

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<sup>2</sup> The Key Law Firm will update the list of Potentially Interested Parties during this case, as appropriate. Moreover, the Key Law Firm is continuing to review its relationships with Potentially Interested Parties and will supplement this declaration to the extent a relationship should be disclosed.

- (a) During the 1980s and early 1990s my father, Dr. Michael A. Seger was the personal physician of Mr. Spike Dykes, *deceased*, father of Mr. Rick Dykes, whom owns a significant equity position in the Debtors. My father was also a Team Physician for the Texas Tech Red Raider Football Team for a time and during Mr. Spike Dykes tenure as head coach. In addition, my father-in-law, Mr. Tony Spears was friends with Mr. Spike Dykes, and they would, on occasion, attend Texas Tech Football Games together.
- (b) From January 2007 through January 2014, I was employed an associate attorney and later as a “stakeholder” at the firm of McWhorter Cobb & Johnson, LLP (“McWhorter”). During my tenure at McWhorter, other attorneys at the firm represented one or more of the Debtors. I was not involved in the legal work performed by McWhorter attorneys for Debtors, and I have no recollection of the nature of the work performed or specific matters McWhorter handled for Debtors. Considering the passage of over five years since my employment with McWhorter, and my lack of personal involvement or knowledge regarding McWhorter’s work for Debtors, I do not believe that any legal work performed by McWhorter for Debtors could be related to or otherwise have any bearing on my duties as a member of the special litigation counsel team.
- (c) While employed at McWhorter Cobb & Johnson, LLP, I was presented with the opportunity to make a small investment by purchasing shares in a Canadian closely-held oil and gas company, known as Black Spruce Exploration, Inc. (“**Black Spruce**”). I made this investment in 2013, and received stock in the company. I was not generally aware of the identity of other investors until approximately late 2016 to early 2017 when this investment soured (ultimately losing all value). At this time, I became aware that an entity owned by Mssrs. Reagor and Dykes was also a shareholder in Black Spruce. As the investment soured, and in my capacity as a shareholder of the company, I exchanged emails with many other investors in Black Spruce including Mssrs. Reagor and Dykes and regarding the status of the investment and what, if any, recourse the shareholders may have. I also exchanged emails with the officers and directors of Black Spruce regarding requests for information, the formation of a committee of outside directors and other matters. At no time did I represent Mssrs. Reagor and Dykes or their entity with regard to their investment in Black Spruce.
- (d) McWhorter also performed certain legal work for First Capital Bank (“FCB”), a creditor of Debtors’ estate. McWhorter’s legal work for FCB was originated and primarily performed by McWhorter attorneys other than myself. While I cannot recall specific details, I believe that I may have worked on a small collection action for FCB, and may also have assisted other McWhorter attorneys performing minor legal work for FCB. I do not believe that I performed any work of substance for FCB during my time at McWhorter, nor do I believe any work that I performed for FCB that bore any substantial relationship to Debtors. Since my departure from McWhorter, I requested to be considered as a candidate to represent certain Officers of FCB who had been

sued (in their individual capacities) by another creditor in this case. I was not selected for this representation, nor did I receive any briefing, privileged or protected information from FCB or its Officers regarding that matter. While I do not believe any of this creates a conflict of interest, out of an abundance of caution, neither myself nor the Key Law Firm will participate in the handling of any claims against FCB on behalf of Debtors.

- (e) My current law firm, the Key Law Firm, has represented Lubbock National Bank, which has recently been acquired by Amarillo National Bank (“Lubbock National”). One of the partners in the Key Law Firm, Roger Key, was a director of the Lubbock National prior to its merger. Lubbock National has filed a proof of claim in one or more of the underlying cases in Debtors’ bankruptcy proceeding. At a 341 hearing, and in my partner’s absence, I once appeared on behalf of Lubbock National Bank and questioned the Chief Restructuring Officer. However, that was the extent of my representation of Lubbock National in the bankruptcy. I have been informed by relevant officers of Lubbock National that they do not object to the Key Law Firm’s retention by the Debtors. I am unaware of any claims that Debtors may have against Lubbock National, but to the extent that there are such claims, neither myself nor the Key Law Firm will participate in the handling of any such claims on behalf of Debtors.
- (f) I also represent B King Ventures, LLC d/b/a Clear Vu Auto Glass which has filed a proof of claim in one or more of the underlying cases in Debtors’ bankruptcy proceeding. As purely a trade creditor, the principal of Clear Vu Auto Glass has stated that the company does not object to my service as Special Litigation Counsel for the Estate. In my capacity as counsel for B King Ventures, LLC, I have also spoken with and e-mailed counsel for other creditors as well as the U.S. Trustee regarding the prospect of the formation of an unsecured creditors committee or potentially an *ad hoc* committee and various other matters regarding the cases, including the potential for the conversion of the case. No committee has been formed to date and neither I nor the Key Law Firm will participate in such a committee were the same to be formed. Moreover, B. King Ventures, LLC ultimately determined that it did not support a conversion of the case. Further, and on behalf of B King Ventures, LLC, I also filed a pleading in the main case under Docket No. 802 in the main case, which pleading constitutes an objection to stay relief requested by Ford Motor Credit Company, and which also lodges concerns regarding the investigation and liquidation of certain claims which belong to the estates, which the Debtor is now doing. As a trade creditor, it is highly unlikely that Debtors will have claims against B King Ventures, LLC. With the consent of the client, I have withdrawn from my representation of B. King Ventures, LLC as is indicated by a Motion filed under Docket No. 1400. To the extent that there are claims against B. King Ventures, LLC, neither I nor the Key Law Firm will participate in the handling of any such claims on behalf of Debtors.

7. As a result of the Conflict Procedures, I have thus far ascertained that, except as may be set forth herein, upon information and belief, if retained, the Key Law Firm:

- (a) is not a creditor of the Debtors (including by reason of unpaid fees for prepetition services), an equity security holder of the Debtors or an “insider” of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code;
- (b) is not and has not been, within two (2) years before the date of the filing of the petition, a director, officer or employee of the Debtors; and
- (c) does not have or represent an interest materially adverse to the interests of the Debtors’ estate, or of any class of creditors, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

8. The Key Law Firm is thus a “disinterested person” as that term is defined in section 101(14), as modified by section 1107(b), of the Bankruptcy Code. The Key Law Firm is qualified for retention as Debtors’ counsel.

#### **REPRESENTATION OF PARTIES-IN-INTEREST**

9. The Key Law Firm and certain of its attorneys may have in the past represented, may currently represent and may in the future represent Potentially Interested Parties in connection with matters unrelated (except as otherwise disclosed herein) to the Debtors and this chapter 11 case. More specifically, as a result of the Conflict Procedures, I have thus far ascertained that upon information and belief the Key Law Firm has the following potentially material connections with certain of the Potentially Interested Parties:

- (a) Because of its broad-based general practice, the Key Law Firm: (i) has appeared in the past and may appear in the future in cases unrelated to these cases where one or more of the Potentially Interested Parties may be involved; and (ii) has represented in the past, currently represents and/or may represent in the future one or more of said parties or other Potentially Interested Parties, including creditors, in matters unrelated to the Debtors and this case;
- (b) In addition, the Key Law Firm represents and has represented clients with interests adverse or potentially adverse to creditors or potential creditors of the Debtors;

- (c) The Key Law Firm represents one or more clients, which may also be represented by the law firms listed as creditors of the Debtors on matters unrelated to these cases;
- (d) The Key Law Firm represents another company or companies, unrelated to the Debtors, and it is possible that certain principals of the Debtors may now or in the past, have ownership and management interests in such other company;
- (e) Certain of my partners at the Key Law Firm and certain associates and other attorneys of the Key Law Firm, and certain of such persons' relatives, may have familial or personal relationships, as well as business, contractual, or economic relationships, with affiliates, officers, directors, creditors or competitors of the Debtors and/or other Potentially Interested Parties; and
- (f) Certain of my partners at the Key Law Firm and certain associates and other attorneys of the Key Law Firm, and certain of such persons' relatives, may directly or indirectly be shareholders of creditors of the Debtors, competitors of the Debtors and/or other parties-in-interest in this case.

10. I believe that none of the representations or relationships recited above would give rise to a finding that the Key Law Firm is not disinterested or that it represents or holds an interest adverse to the Debtors. Further, the Key Law Firm does not believe any of the representations or relationships recited herein will prevent the Key Law Firm from representing the Debtors in any potential matters that will arise in the Debtors' cases. Moreover, pursuant to section 327(c) of the Bankruptcy Code, the Key Law Firm is not disqualified from acting as the Debtors' counsel merely because it represents certain interested parties in matters unrelated to this chapter 11 case.

11. For the avoidance of doubt, the Key Law Firm will not commence a cause of action against any of the parties set forth above identified as being a current client of the Key Law Firm unless the Key Law Firm has an applicable waiver on file or first receives a waiver from such party allowing the Key Law Firm to commence such action. To the extent that a waiver does not exist or is not obtained from such client and it is necessary for the Debtors to commence an action against that client, the Debtors will retain a different law firm for the limited purpose of commencing that action.



12. The Key Law Firm has reviewed the relationship that its partners and employees have with the United States Trustee for the Northern District of Texas (the “U.S. Trustee”) and those persons employed in the office of the U.S. Trustee, and I do not believe that the Key Law Firm has any material connections with the U.S. Trustee or any person employed in the office of the U.S. Trustee.

### **THE CONSORTIUM LAW FIRMS’ COMPENSATION**

13. The Key Law Firm, as part of The Consortium Law Firms, is seeking to be retained by the Debtors as their special litigation counsel on a contingent fee basis for professional services rendered and reimbursement of expenses incurred in connection with litigation claims arising in connection with or related to these chapter 11 cases pursuant to the terms of the Engagement Letter. The contingent fee percentages and structure to be utilized by The Consortium Law Firms in this chapter 11 case are equivalent to, or less than, The Consortium Law Firms’ standard contingent fee percentages and corresponding structure for other litigation matters, as well as similar litigation and other matters, whether in court or otherwise, regardless of whether a fee application is required.

14. Andrew Seger is the Key Law Firm professional presently expected to have primary responsibility for providing services to the Debtor as part of The Consortium Law Firms. In addition, as necessary, the Key Law Firm paraprofessionals will provide services to the Debtors.

15. The contingent fee percentages that will be charged by the Key Law Firm as part of The Consortium Law Firms are the Key Law Firm’s standard contingent fee percentages rates (or less). The Key Law Firm has set these contingent fee percentages at a level designed to fairly compensate the Key Law Firm for the work of its attorneys and paralegals, to cover fixed and routine overhead expenses, and to account for the financial risk borne by the Key Law Firm in agreeing to handle these matters on a contingent fee basis. It is the Key Law Firm’s policy to charge its clients in all areas of practice for all other expenses incurred in connection with the

client's case or cases. These expenses charged to clients by the Key Law Firm include, among other things, telecopier charges, mail and express mail charges, special or hand delivery charges, document processing and photocopying charges, travel expenses, expenses for "working meals" and computerized research and transcription costs. The Key Law Firm passes through to clients its actual costs incurred or, when appropriate, the fair market value for such expenses when actual cost is difficult to ascertain.

16. This declaration is intended to comply with Bankruptcy Rule 2016(b). The Key Law Firm intends to apply to this Court for compensation for professional services rendered in connection with these cases in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, Local Rules, and the administrative and other orders entered by this Court.

17. The Key Law Firm has not been paid any monies by or on behalf of Debtors in the twelve months prior to the Petition Date.

18. At no point during the 90-day period prior to the Petition Date did the Key Law Firm receive any payment on account of an antecedent debt.

19. No promises have been received by the Key Law Firm or by any partner, associate or other attorney thereof as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code.

20. The Key Law Firm further states that it has not shared, nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners and associates and other attorneys of the Key Law Firm and/or The Consortium Law Firms, or (b) any compensation another person or party has received or may receive.

21. Except as disclosed herein, neither I, the Key Law Firm, nor any partner, associate or other attorney or paraprofessional thereof, insofar as I have been able to ascertain and subject to disclosures herein, represents any interest adverse to the Debtors or their estate in the matters regarding which the Key Law Firm is to be engaged. I believe the Key Law Firm is a “disinterested person” as that term is defined in section 101(14), as modified by section 1107(b), of the Bankruptcy Code. Moreover, I believe none of the representations or relationships recited herein would give rise to a finding that the Key Law Firm represents or holds an interest adverse to the Debtors.

22. By reason of the foregoing, I believe the Key Law Firm is eligible for employment and retention by the Debtors pursuant to sections 327(a), 328, 330 and 1107(b) of the Bankruptcy Code and the applicable Bankruptcy Rules and Local Rules.

Dated: September 18, 2019

By: /s/ Andrew Seger  
Andrew Seger

**EXHIBIT I**

**Engagement Letter**

Andrew S. Hicks  
700 Louisiana Street  
Suite 2650  
Houston, Texas 77002  
shjlawfirm.com  
D: 713.357.5152  
T: 713.357.5150  
F: 713.357.5160

**Schiffer  
Hicks  
Johnson  
PLLC**

July 30, 2019

Mr. Robert Schleizer  
Blackbriar Advisors, LLC  
Chief Restructuring Officer of  
The Reagor Dykes Debtor Entities<sup>1</sup>

*c/o*

Marcus A. Helt  
Foley Gardere  
Foley & Lardner LLP  
2021 McKinney Ave. Suite 1600  
Dallas, TX 75201

**Re: Consortium Law Firms<sup>2</sup> Engagement Letter With Regard To  
Prosecution Of Certain Claims Held By Reagor Dykes Debtor Entities**

Dear Mr. Schleizer:

Upon execution by all of the undersigned, the Consortium Law Firms will undertake the analysis and pursuit of certain claims and causes of action held of the Reagor Dykes Debtor Entities in the cases described below and against various non-debtor individuals and entities. Thereafter, we will prepare for your review and approval a motion to employ the Consortium Firms as special litigation counsel under the aegis of 11 U.S.C. §§ 327 and 328(a).

***I. Description of Engagement***

The Consortium Firms will undertake to identify and analyze certain

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<sup>1</sup> As used herein, the term “**Reagor-Dykes Entities**” shall refer to the named debtors in certain cases pending in the United States Bankruptcy Court for the Northern District of Texas and which consist of Reagor-Dykes Imports, LP (Case No. 18-50215), Reagor-Dykes Amarillo (Case No. 18-50216), Reagor-Dykes Auto Company, LP (Case No. 18-50217), Reagor-Dykes Plainview, LP (Case No. 18-50218), Reagor-Dykes Floydada, LP (Case No. 18-50219), Reagor-Dykes III LLC, Reagor-Dykes Snyder, L.P. (Case No. 18-50321), (Case No. 18-50322), Reagor-Dykes II LLC (Case No. 18-50323), Reagor Auto Mall Ltd (Case No. 18-50324) and Reagor Auto Mall I LLC (Case No. 18-50325).

<sup>2</sup> As used herein the term Consortium Firms shall mean the following law firms: Schiffer Hicks Johnson, PLLC, Key Terrell & Seger, LLP, and the Liggett Law Group, P.C.

prospective claims and causes of action owned by the Reagor Dykes Debtor Entities that you will assign to us for review and primarily arising under 11 U.S.C. §§ 544, 547 and 548 together with other applicable state and federal law. The prospective claims and causes of action you intend to assign to us for review will exclusively involve claims held by the Reagor Dykes Debtor Entities against non-debtor third parties.

Prior to any litigation being filed, the Consortium Firms will provide you with a written report outlining each specific claim, a proposed course of action and a recommendation whether the claim should be pursued. It is expressly agreed and understood that no action will be taken without your express approval.

In the event that the Consortium Firms believe that a specific claim should not be pursued or if the Consortium Firms are not capable of pursuing such claim, we will nevertheless provide you with our analysis and basis for the opinion. If you disagree with the Consortium Firms' decision, it is expressly agreed that you may employ other counsel to pursue such claim and the Consortium Firms will receive no compensation under this agreement from any recovery on such claims.

For each claim that you authorize the commencement of litigation (at times such authorized claims will hereinafter referred to in the collective as the "Litigation"), the Consortium Firms will be responsible for drafting of documents, preparation of pleadings, attending court hearings and trials, participating in negotiations, performing legal research, and conducting conferences, and consultations as may be necessary to represent you with respect to such claim.

Although the Consortium Firms will endeavor to obtain results satisfactory to you, we cannot guarantee that we will be successful. As part of this agreement, you acknowledge that (i) neither the Consortium Firms nor any of their respective professionals have made any promises or guarantees regarding any outcome of the Litigation and you acknowledge that no guarantees or promises can be made regarding the outcome thereof, (ii) neither Consortium Firms nor any of their respective professionals have made any promises or guarantees regarding the length of time required to obtain the resolution of the Litigation; and (iii) either at the beginning or during the course of their representation, Consortium Firms may express their opinions or beliefs concerning the Litigation and the results that might be anticipated; but that any such statement(s) are intended to be an expression of opinion only, based on information available at the time, and must not be construed by you as a promise or guarantee, as no such promises or guarantees are possible.

To enable us effectively to perform the services contemplated, it is essential that you disclose fully and accurately all facts and keep us apprised of all

developments relating to the Litigation. You have agreed to cooperate fully with us and to make yourself and your representatives available to attend meetings, conferences, hearings and other proceedings. You have also agreed to retain and preserve documents, items, and electronically stored information that must be preserved until completion of the Litigation.

The Consortium Firms representation of you will be limited to the specific matters which are specifically assigned to us for review and that the Consortium Firms are not undertaking, absent a specific engagement letter to the contrary, to represent the Reagor Dykes Debtor Entities in other matters, matters which are not assigned to us for review, or in any general counsel capacity. You expressly represent that you have full and complete authority to enter into this agreement, subject to approval of the United States Bankruptcy Court for the Northern District of Texas.

## ***II. Legal Fees- Contingent Fee Interest***

This work will be difficult and involve a substantial commitment of both time and resources on the part of the Consortium Firms. Moreover, the Estates of the Reagor Dykes Debtor Entities would face a substantial economic burden were they forced to liquidate their respective claims for the benefit of creditors by paying attorneys on a purely hourly basis. As such, and per our discussions, we agree that a contingent fee structure for cases which are assigned to us and that said structure is reasonable under the circumstances. To this end, have agreed upon a two-tier fee structure which is outlined as follows:

**A. Contingent Fee for Preference and Fraudulent Transfer Claims:** While we do not yet know what the body of preference and fraudulent transfer claims ("Preference and Transfer Claims") that might be assigned to us will look like, Consortium Firms propose liquidating the Preference and Transfer Claims on a sliding scale-fee basis, and depending on the aggregate amount of dollars recovered for the Estates. This sliding scale will apply only to Preference and Transfer Claims. If you have both Preference and Transfer Claims and Third-Party Claims against a party all claims against such party shall be deemed Third Party Claims, and the fee for all claims against such party will be governed by II.B below. The sliding-scale is as follows:

<i>Aggregate Amount Recovered For Estates</i>	<i>Contingent Fee</i>
\$0- \$1,000,000	40%
\$1,000,001 -\$3,000,000	35%
\$3,000,001- \$6,000,000	30%
\$6,000,001+	25%

For purposes of this agreement, “Aggregate Amount Recovered for Estates” means the aggregate Gross Value Recovered on all Preference and Transfer Claims (except for those deemed Third Party Claims) for the estates that are assigned to the Consortium Firms and that Consortium Claims have not declined.

You have agreed to this fee structure for Preference and Transfer Claims. Therefore and in consideration of the legal services rendered and to be rendered by the Consortium Firms with respect to any Preference and Transfer Claims which are allocated to us, you hereby assign, grant and convey to the Consortium, as their compensation herein, a present undivided interest in the Gross Value Recovered from or in connection with the liquidation of Preference and Transfer Claims assigned to the Consortium Firms.

The engagement of the Consortium Firms to prosecute Preference and Transfer Claims is subject to the General Terms of Contingent Fee Representation as set forth in Section II(C), *infra* and all other terms and conditions contained herein.

**B. Contingent Fee for Other Classes of Claims:** We anticipate that there will be a number of other claims belonging to the Reagor-Dykes Entities that will require significant efforts to liquidate. These include, but are not limited to, potential claims against lenders, fiduciary duty claims, claims against third parties involving common law fraud, claims against professionals, and claims against insurers (“Third Party Claims”). Our collective experience instructs us that these kinds of claims tend to be hotly contested and may be subject to contractual or other legal defenses tending to make their resolution more difficult. As such, this class of claims represents a greater risk to take on a contingency. For such claims, we have previously proposed a contingent fee of a flat 40%.

For Third Party Claims, you have agreed to a Contingent Fee of 40%. Therefore and in consideration of the legal services rendered and to be rendered by the Consortium Firms with respect to any Third Party Claims and deemed Third party Claims assigned to us, you hereby assign, grant and convey to the Consortium, as their compensation herein, a present undivided interest in the Gross Value



Recovered from or in connection with Third Party Claims and deemed Third Party Claims.

The engagement of the Consortium Firms to prosecute this class of claims is subject to the General Terms of Contingent Fee Representation as set forth in Section II(C), *infra* and all other terms and conditions contained herein.

### **C. General Terms of Contingent Fee Representations**

#### **1. Gross Value Recovered Defined/Payment of Fee**

As used herein, the term "*Gross Value Recovered*" as used above means the amount of cash plus the fair market value of any other property (valued at the date received) recovered by or for you in connection with a specific matter assigned to the Consortium Firms, including actual and punitive damages, interest and attorneys' fees. If attorneys' fees are recovered by suit, settlement, or in any other manner, then said attorneys' fees are added to any recovery and the contingency fee shall be computed on such "gross recovery." The "*Gross Value Recovered*" will be calculated before deduction of any applicable expenses or costs of the lawsuit(s).

If a settlement includes future payments, the contingency fee will be based on the cost of the entire settlement, if the cost can be determined after reasonable efforts. If the cost cannot be determined, the basis will be the present value of the settlement.

Payment of the contingent fee for a particular case or matter within the Litigation shall be payable at the conclusion of each specific case or matter within the Litigation in which a recovery is obtained.

#### **2. Fee Split**

The foregoing contingency fee is a joint fee. Based on the respective services provided by the Consortium Firms with respect to a particular matter, the Consortium Firms will allocate such fee between themselves as follows: sixty percent (60%) to Schiffer Hicks Johnson, PLLC, twenty percent (20%) to Key Terrell & Seger, LLP and twenty percent (20%) to the Liggett Law Group, P.C. (hereinafter the "**Fee Split**").

#### **3. Conflicts and Proportionate Reallocation of Fee Split Under Certain Circumstances**

The Consortium Firms will disclose all known potential conflicts of interest in conjunction with their application for employment. However, in so far as we do not yet know what specific matters may be assigned to us, it may be that unanticipated or unforeseen conflicts of interest may arise. To this end, and should

a conflict arise as to one or more of the firms comprising the Consortium Firms and as it may pertain to a specific matter, we will immediately provide you with notice as to the same. In such case, the affected constituent firm will perform no work on the specific matter and the unaffected firms will erect an ethical screen as to the affected firm. The Fee Split will thereafter be proportionately reallocated between and among the unaffected firms, and the affected firm will receive no contingent fee interest in the particular case. If all of the Consortium Firms suffer from a conflict of interest, then they will decline the matter when the same is assigned, and you may retain other counsel to pursue the claim.

#### **4. Out-of-Pocket Expenses**

As used herein, the term “expenses” shall include all reasonable and necessary expenses of litigation, including but not limited to out-of-pocket costs for photocopying, printing, scanning, witness fees, all costs associated with expert witnesses, travel expenses, filing and recording fees, parking, couriers, certain long distance telephone calls and facsimiles, postage and express mail, overtime for non-legal staff and other overtime expenses, certain computerized legal research, deposition costs, practice support, records retrieval, and other items associated with representing you in this matter. Expenses also shall include costs for other ancillary services, such as data processing, hosting, media creation and duplication, and related electronic discovery services, which are based on current market cost, and will be treated as expenses whether that work is performed by outside vendors or in-house.

The Consortium Firms shall advance all Expenses. The Expenses advanced by Counsel shall not include fees and costs for local counsel, should litigation outside of Texas become necessary. The Consortium Firms will send monthly statements to you, listing the expenses incurred in the previous month. Counsel will monitor and control costs and expenses so that they are reasonable and necessary to representation of Client.

Counsel shall receive reimbursement of Expenses from any recovery obtained in the Litigation and such reimbursement will be made from the first monies recovered in a given case or matter.

#### **5. Settlement of Particular Cases**

Any settlement offer received by the Consortium Firms will be immediately conveyed to you with our recommendation for acceptance or rejection. Any settlement offer received by you will be conveyed to the Consortium Firms.

**No settlement of any nature shall be made for the assigned matter**

without the approval of you and the United States Bankruptcy Court, unless a different procedure is specified under the terms of a liquidating trust agreement executed in conjunction with the confirmation of a Plan of Reorganization. You acknowledge that all communications from adverse parties or their counsel in connection with the specific matters to be assigned are required to be directed to the Consortium Firms, as counsel, pursuant to Texas Disciplinary Rule of Professional Conduct 4.02; and you agree to instruct all adverse parties and their counsel to communicate only through the Consortium Firms, unless the Consortium Firms agree otherwise.

#### **6. Work Files -Retention and Disposition**

We will maintain all documents furnished to us in our files for this matter. At the conclusion of the matter covered under this engagement letter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, documents in our files you wish the Consortium Firms to return. The Consortium Firms may keep copies thereof for our records to the extent we believe advisable. The Consortium Firms will retain any remaining documents in our files for a period of three (3) years following conclusion of our representation in the matter. THEREAFTER SUCH FILES MAY, AT OUR SOLE DISCRETION AND WITHOUT FURTHER NOTICE TO YOU, BE DESTROYED.

#### ***III. Termination of Representation***

This engagement and the attorney-client relationship created by this matter will end when we have completed the legal services covered by this engagement letter. If you later engage us for any related or additional matter, that engagement and its scope must be confirmed in a separate engagement letter or in a written supplement to this letter.

You may terminate the engagement at any time and for any reason by informing us in writing. Similarly, we may terminate or withdraw from our representation of you at any time, provided we comply with the applicable rules of professional conduct. The parties agree to the following with respect to termination of this engagement:

A. Client may terminate the engagement at any time for any reason by written notice.

B. Counsel may terminate the engagement (i) if, after an objective evaluation of the case provided by a focus group or mock trial and based on their experience, Counsel believes further pursuit of the case lacks merit, and (ii) subject to applicable provisions of the Texas Disciplinary Rules of

Professional Conduct.

C. If Client terminates the engagement, Counsel shall retain its interest in the Contingent Fee.

D. If Counsel terminates the engagement, then Counsel hereby relinquishes its right to any portion of the Contingent Fee set forth above. Counsel shall be entitled to receive payment from Client for any and all unreimbursed expenses and any outstanding fees.

If we decide to withdraw, you agree to take all steps necessary to release us from any further obligation to represent you, including signing any documents necessary to complete our withdrawal.

No such termination or withdrawal, however, will relieve you of the obligation to pay the legal fees owed for services performed and other charges owing to us as set forth in this Agreement and accordance with the contingent fee interest assigned herein.

**IV. *Miscellaneous***

**A. Other Clients and Consent to Adverse Representation**

You will provide us the names of all persons and entities that you believe are or might become involved in this matter prior to filing an application for employment of the Consortium Firms. Prior to the filing of the employment application, we will run a conflicts check on those names and will confirm our belief that we are free to represent you and the Reagor Dykes Debtor Entities. You agree to promptly tell us if you learn of any other person or entity that might become involved in this matter so that we can do additional checking for conflicts.

We represent many other clients, particularly in the energy, healthcare, technology and financial services industries. It is possible that, during the time we are representing you, some of our current or future clients might have dealings, transactions, disputes, or litigation with you. Those clients could have interests different from yours, and their actions could adversely affect your business, legal, or financial interests.

By engaging us, you agree that we may represent other current and future clients in any other matter, including in litigation, unless we conclude that (i) those other matters are substantially related to the matters in which we are representing you or (ii) we cannot properly represent you because we are materially limited by a duty to or a relationship with someone else. For purposes of this agreement, two matters are substantially related if the facts in the first matter are so closely related

to the facts in the second matter that a genuine threat exists that confidential information revealed by the client in the first matter will be divulged to that client's adversary in the second matter. We would be materially limited only when our representation of another client or our relationship with someone else would materially affect our ability to represent you competently and diligently.

Accordingly, you agree that our representation of you in this matter will not disqualify us from representing other clients in other matters that are not substantially related to this one or where our ability to represent you would not be materially limited, even if the interests of those other clients are directly adverse to yours. In those situations, we will not use to your disadvantage any of your confidential information that we acquire while representing you. Likewise, we will not share with you or use for your benefit confidential information that we receive from other clients.

Finally, if one of our other clients (for example, a lender) hires another law firm and becomes adverse to you in this matter, you consent to our representation of that client in other matters. If that situation arises, we will continue to competently and diligently represent you and take appropriate steps to protect your confidential information.

#### **B. Client's Acknowledgement**

Client acknowledges that it has had an opportunity to consult independent counsel concerning the negotiation of this fee agreement and its terms; that you has made sufficient investigation and inquiry to determine that this agreement is fair and reasonable to it, and that this agreement was the product of arm's length negotiation with Counsel. You acknowledge that it has either consulted such independent counsel or, having had an adequate opportunity to seek such advice, declined to do so.

#### **C. Severability**

If any party of this letter agreement shall for any reason be found unenforceable, the parties agree that all other portions shall nevertheless remain valid and enforceable.

#### **D. Integration**

This Agreement represents the final and mutual understanding of the parties. It replaces and supersedes any prior agreements or understandings, whether written or oral. This Agreement may not be modified, amended, or replaced except by another signed written contract.

**E. Approval of Terms of Engagement**

If the above and foregoing meets with your understanding, please so indicate by executing this Agreement in the place provided below for your signature. A copy of this Agreement should be retained for your files.

**F. Bankruptcy Court Approval**


The parties acknowledge that the Bankruptcy Court must approve this agreement. Moreover, no compensation or expenses shall be paid without an order from the Bankruptcy Court. The Consortium Firms will promptly prepare and file the necessary pleadings to seek approval of this agreement. Upon obtaining such approval, the parties agree that this Agreement shall be binding upon the Reagor Dykes Entities should they be reorganized, or such liquidating trustee as may be appointed under a plan of reorganization.

If this Agreement correctly reflects your understanding of the terms and conditions of our representation, please sign the below and return it to me.

We are pleased to have the opportunity to be of service, and we look forward to working with you. Please contact me if you have any questions.

Very truly yours,


SCHIFFER HICKS JOHNSON, PLLC

  
\_\_\_\_\_  
Andrew S. Hicks

LIGGETT LAW GROUP, P.C.

  
\_\_\_\_\_  
Dustin Burrows *w/permission MST*

KEY TERRELL & SEGER, LLP

  
\_\_\_\_\_  
Andrew Seger *w/permission MST*

AGREED TO AND ACCEPTED:

  
[AGREEING PARTY]

Date:

8/2/19

**Chief Restructuring Officer to**  
Reagor-Dykes Imports, LP, Reagor-Dykes Amarillo, Reagor-Dykes Auto Company, LP, Reagor-Dykes Plainview, LP, Reagor-Dykes Floydada, LP, Reagor-Dykes III LLC, Reagor-Dykes Snyder, L.P., Reagor-Dykes II LLC, Reagor Auto Mall Ltd and Reagor Auto Mall I LLC

**EXHIBIT II**

**Parties in Interest List**



Name	Address Line 1	Address Line 2	Address Line 3	Address Line 4	City	State	PostalCode	Country	Phone	Fax	Email
WTG FUELS, INC	211 N. COLORADO				MIDLAND	TX	79701				
SOUTH PLAINS TOWING	PO BOX 64368				LUBBOCK	TX	79464		806-281-0009		
AIRGAS USA LLC	PO BOX 676015				DALLAS	TX	75267-6015		800-255-2165		
SAWCO INDUSTRIES, LL	C/O DAVIDSON SHEEN, L	ATTN: BRAD J. DAVIDSON	12405 QUAKER AVENUE		LUBBOCK	TX	79424		806-412-6000	806-412-6010	BRAD@BRADDAVIDSONFIRM.COM; KVP@BR/
LESCO DISTRIBUTING	1628 W CROSBY RD, SUI				CARROLLTON	TX	75006		972-446-1605		
ADVANTAGE SUPPLY	PO BOX 471103				FORT WORTH	TX	76147-1103		806-280-1846; 817-377-80		CAROL.BANE@ADVANTAGESUPPLY.US
FORD MOTOR CREDIT C	ATTN: KEITH LANGLEY	9009 CAROTHERS PARK			FRANKLIN	TN	37067		214-722-7171		KLANGLEY@L-LLP.COM
TOYOTA MOTOR CREDIT	C/O BALLARD SPAHR LL	ATTN: DAVID L. POLLACK	1735 MARKET STREET, 5		PHILADELPHIA	PA	19103		215-864-8325	215-864-9473	POLLACK@BALLARDSPAHR.COM
HOCKLEY COUNTY TAX	(LUBBOCK CENTRAL APP	C/O PERDUE, BRANDON,	ATTN: LAURA J. MONROE	PO BOX 817	LUBBOCK	TX	79408		806-744-5091	806-744-9953	LMBKR@PBFcm.COM
WEST TEXAS PAL, INC.	PO BOX 131809				SPRING	TX	77393		281-363-3442		
PHILLIP LLOYD	10112 W FM 1606				IRA	TX	79527				
SOUTH PLAINS PARTS	1103 S RALLS HWY				FLOYDADA	TX	79235		806-983-6272		
REYNA CAPITAL	PO BOX 674275				DALLAS	TX	75267-4275				
KAMKAD AUTOMOTIVE H	C/O NORTON ROSE FUL	ATTN: GREG M. WILKES	2200 ROSS AVENUE, SUI		DALLAS	TX	75201-7932		214-855-8000	214-855-8200	GREG.WILKES@NORTONROSEFULBRIGHT.C/
NATIONAL CREDIT CENT	PO BOX 740285				LOS ANGELES	CA	90074				
FIRSTCAPITAL BANK OF	C/O SPROUSE SHRADER	ATTN: JOHN MASSOUH	701 S. TAYLOR	SUITE 500	AMARILLO	TX	79105-5008		806-468-3300	806-373-3454	JOHN.MASSOUH@SPROUSELAW.COM
AMERICAN GLASS DISTR	8211 HWY. 87				LUBBOCK	TX	79423		806-745-3997; 817-335-32		LORID@ALLAMERICANGLASS.COM

TEXAS COMPTROLLER C/O BANKRUPTCY & COLATTN: E. STUART PHILLIPS PO BOX 12548	AUSTIN	TX	78711-2548	512-475-4861	512-936-1409	bk-sphillips@oag.texas.gov
GREG LAIR PO BOX 510	CANYON	TX	79015	806-553-5706		
KSNY-FM 2301 AVENUE R	SNYDER	TX	79549			
SCOGGIN DICKEY ATTN: GREG MEEKS PO BOX 64910	LUBBOCK	TX	79424	806-798-4010		
V AUTO PO BOX 935202	ATLANTA	GA	31193			
TAXING DISTRICTS COLLIC/O PERDUE, BRANDON, ATTN: D'LAYNE CARTER PO BOX 9132	AMARILLO	TX	79105	806-359-3188	806-359-5126	AMABKR@PBFCM.COM; DPCARTER@PBFCM.
CIG FINANCIAL, LLC C/O J. WARD HOLLIDAY, 501 ELM STREET, SUITE	DALLAS	TX	75202	214-747-2727		
CPW LUBBOCK 4319 HURRON AVE., SUITE	LUBBOCK	TX	79407	806-686-3520		
FINISHMASTER PO BOX 744316	ATLANTA	GA	30374-4316			
KCBD 5600 AVE A	LUBBOCK	TX	79404	806-761-4210		MCARTER@KCBD.COM
ALLY FINANCIAL, INC. A/C/O CRENSHAW DUPRE ATTN: TRACI D. SIEBENL PO BOX 1499	LUBBOCK	TX	79408	806-762-5281	806-762-3510	TSIEBENLIST@CDMLAW.COM
ISS (INSTRUMENT SALES) 17880 NE AIRPORT WAY	PORTLAND	OR	97230			
ELEMENT FLEET MANAG C/O SINGER & LEVICK, P ATTN: LARRY A. LEVICK 16200 ADDISON ROAD, S	ADDISON	TX	75001	972-380-5533	972-380-5748	LEVICK@SINGERLEVICK.COM
FORD MOTOR COMPANY C/O EVERSLEDGES SUTHERLAND ATTN: THOMAS M. BYRN 999 PEACHTREE NE, STE	ATLANTA	GA	30309-3996	404-853-8000; 404-853-80	404-853-8806	TOMBYRNE@EVERSHEDS-SUTHERLAND.COM
MIDLAND REPORTER PO BOX 80074	PRESCOTT	AZ	86304			
ADVANCED GRAPHIX 520 23RD ST	LUBBOCK	TX	79404			
AUTO ZONE STORES, INC. PO BOX 116067	ATLANTA	GA	30368-6067	901-495-6500		
CARROLLTON-FARMERS C/O PERDUE, BRANDON, ATTN: EBONEY COBB 500 E. BORDER STREET,	ARLINGTON	TX	76010	817-461-3344	817-860-6509	ecobb@pbfc.com

BRISTO BATTERY	ATTN: MARK	PO BOX 3608	LUBBOCK	TX	79452	806-777-9257	
VALVOLINE LLC	ATTN: VIC STEPHENSON	3499 BLAZER PARKWAY	LEXINGTON	KY	40509	214-878-4091	
FLOYD COUNTY APPRAISER	C/O MCCREARY, VESEL	ATTN: TARA LEDAY	PO BOX 1269	ROUND ROCK	TX	78680	512-323-3200 512-323-3205 TLEDAY@MVBALAW.COM
LUBBOCK AUTO SPA	ATTN: JEFF BARTHOLOMEW	5147 69TH STREET, SUITE	LUBBOCK	TX	79424	806-239-0712	JEFF@AMSTEXAS.NET
MUSA AUTO FINANCE LLC	C/O PADFIELD & STOUT, ATTN: JOHN E. JOHNSON	705 ROSS AVENUE	DALLAS	TX	75202	214-215-6402	817-338-1610 JJOHNSON@PADFIELDSTOUT.COM
FOURSIGHT CAPITAL, LLC	C/O GODWIN BOWMAN & ATTN: SIDNEY H. SCHEIN	1201 ELM STREET, SUITE	DALLAS	TX	75270	214-939-4501	214-527-3116 SSCHIEINBERG@GODWINLAW.COM
ALSCO	404 N UNIVERSITY AVE		LUBBOCK	TX	79415	806-792-8751	
GENE MESSER ACCESS	6161 ROTHWAY STREET		HOUSTON	TX	77040	713-647-5700	
WTG FUELS, INC.	C/O KELLY, MORGAN, DE	ATTN: MICHAEL G. KELL	PO BOX 1311	ODESSA	TX	79760-1311	432-367-7271 432-363-9121
CUSTOM SOUND WORKS	5131 80TH ST.		LUBBOCK	TX	79424	806-748-5683	MICHELLE@CUSTOMSOUNDWORKS.COM
LUBBOCK WRECKER SERVICE	3209 E SLATON HWY		LUBBOCK	TX	79404		
NAPA AUTO PARTS	409 EAST 2ND		ODESSA	TX	79761		
ALLIANCE CREDIT UNION	C/O BLALACK & WILLIAM	4851 LBJ FREEWAY, SUITE	DALLAS	TX	75244	214-630-1916	214-630-1112
SAFETY KLEEN SYSTEMS	PO BOX 650509		DALLAS	TX	75265	800-523-5040	
GLOBAL LENDING SERVICES	C/O MCGLINCHEY STAFF	ATTN: RUDY J. CERONE	601 POYDRAS STREET	12TH FLOOR	NEW ORLEANS	LA	70130 504-596-2786 504-910-9362 RCERONE@MCGLINCHEY.COM; SEDWARDS@
STEVE DICKEY	402 N E 6TH		TULIA	TX	79088	806-994-8524	
TD AUTO FINANCE, LLC	C/O COOKSEY, TOOLEN, ATTN: KIM P. GAGE	535 ANTON BOULEVARD SUITE 1000	COSTA MESA	CA	92626-1977	714-431-1100; 714-431-10714-431-1119	KGAGE@COOKSEYLAW.COM
BRISTO BATTERY	124 E SLATON RD		LUBBOCK	TX	79452	806-745-2052	

LUBBOCK SOUND EQUIP PO BOX 93366	LUBBOCK	TX	79493	806-745-1454		
DEALER TIRE, LLC 7012 EUCLID AVE.	CLEVELAND	OH	44103	216-432-0888		
PEARL PROXIMITY LLC 2701 EAST PLANO PKWY STE. 100	PLANO	TX	75074	888-339-1116		
MIDLAND CENTRAL APP C/O MCCREARY, VESEL ATTN: TARA LEDAY PO BOX 1269	ROUND ROCK	TX	78680	512-323-3200	512-323-3205	TLEDAY@MVBALAW.COM
JEFF HUNTER MOTORS, C/O GREAK LAW, P.C. ATTN: MICHAEL S. URYA 8008 SLIDE ROAD, SUITE	LUBBOCK	TX	79424	806-783-0081 EXT. 3	888-242-1325	MURYASZ@GREAKLAW.COM
CDK GLOBAL 1950 HASSELL ROAD	HOFFMAN ESTATES	IL	60169			
OFFICEWISE FURNITURE ATTN: TOMMY SANSON PO BOX 2688	AMARILLO	TX	79105-2688	806-372-2236; 800-825-82		
ALLY FINANCIAL, INC. AN C/O TROUTMAN SANDER ATTN: HARRIS B. WINSBI 600 PEACHTREE STREET	ATLANTA	GA	30308	404-885-3000	404-885-3900	HARRIS.WINSBERG@TROUTMAN.COM
WINDSHIELDS UNLIMITED 4004 SW 34TH AVE	AMARILLO	TX	79109	806-359-1618		
NIKOLAY K. PAVLOV 6132 MACKNEAL TRL.	WATAUGA	TX	76148	817-714-7832		SILVERSHADOWBELIEVER@YAHOO.COM
BART REAGOR C/O KELLY HART & PITRE ATTN: LOUIS M. PHILLIPS ONE AMERICAN PLACE 301 MAIN STREET, SUITE BATON ROUGE	LA		70801-1916	225-381-9643	225-336-9763	LOUIS.PHILLIPS@KELLYHART.COM; RICK.SHE
HOCKLEY COUNTY SCHOOL C/O BLALACK & WILLIAM 4851 LBJ FREEWAY, SUITE	DALLAS	TX	75244	214-630-1916	214-630-1112	
VISTA BANK C/O BUSTOS LAW FIRM, ATTN: FERNANDO M. BUSTO PO BOX 1980	LUBBOCK	TX	79408	806-380-3976	806-780-3800	FBUSTOS@BUSTOSLAWFIRM.COM
ROGER FOOTE LAWN C/2661 W 17TH STREET	PLAINVIEW	TX	79072	806-292-2482; 806-292-24		ROGERDFORTE@GMAIL.COM
AER MANUFACTURING PO BOX 974180	DALLAS	TX	75397-4180	800-621-0545		
LUBBOCK CENTRAL APP C/O PERDUE, BRANDON, ATTN: LAURA J. MONROE PO BOX 817	LUBBOCK	TX	79408	806-744-5092; 806-744-50 806-744-9953		LMONROE@PBFCM.COM; LMBKR@PBFCM.COM
PRIME ACCEPTANCE CO C/O PADFIELD & STOUT, ATTN: ALAN B. PADFIELD 421 W. THIRD STREET, S	FORT WORTH	TX	76102	817-338-1616	817-338-1610	ABP@PADFIELDSTOUT.COM; JLEAVERTON@
FORD CUSTOM PAINT & 1607 25TH ST.	SNYDER	TX	79549			

COINDATA	DEPT. 716	PO BOX 4346	HOUSTON	TX	77210			
CLEAR VU AUTO GLASS	7415 82ND ST.		LUBBOCK	TX	79424	806-791-4311		
VISTA BANK	C/O WICK PHILLIPS GOUATTN: JASON M. RUDD & 3131 MCKINNEY AVENUE		DALLAS	TX	75204	214-692-6200	214-692-6255	JASON.RUDD@WICKPHILLIPS.COM; LAUREN.
NTS COMMUNICATIONS	ATTN: CYRUS DRIVER	PO BOX 10730	LUBBOCK	TX	79403-3730	806-678-7077		CYRUS@NTSCOM.COM
CHESTERSWEB.COM	10300 S GEORGIA		AMARILLO	TX	79118	806-235-1570; 806-418-25		
DESCRIPTIVE AUTO DES	6625 19TH ST.	SUITE 110	LUBBOCK	TX	79407	806-792-1551		
PARMER COUNTY TAX A	C/O ALDRIDGE, ACTKINSATTN: JEFF W. ACTKINS	PO BOX 286	FARWELL	TX	79325	806-481-3361	806-481-9060	JEFFACTKINSON@AMAONLINE.COM
J.D. AUTO CORP. DBA VI	C/O GORDON DAVIS JOHATTN: HARREL L. DAVIS	PO BOX 1322	EL PASO	TX	79947-1322	915-545-1133	915-545-4433	HDAVIS@EPLAWYERS.COM
CAPITAL ONE AUTO FIN	C/O HUNTON ANDREWS ATTN: JARRETT L. HALE, 1445 ROSS AVENUE, SUI		DALLAS	TX	75202	214-979-3000		JHALE@HUNTONAK.COM; TELGIE@HUNTON/
SEWELL FORD INC	PO BOX 3432		ODESSA	TX	79760	432-498-0421		
QUANTUMLINQ COMPUT	ATTN: DANNY	PO BOX 6682	LUBBOCK	TX	79493	806-773-4871		
TEXAS CARWORX LLC	1000 N. I-27		PLAINVIEW	TX	79072	806-296-7746		
FORD MOTOR CREDIT C	C/O SEVERSON & WERS ATTN: DUANE M. GECK A ONE EMBARCADERO CE		SAN FRANCISCO	CA	94111	415-398-3344	415-956-0439	DHC@SEVERSON.COM
AMERICREDIT FINANCIA	C/O MCGLINCHIEY STAFFATTN: STEPHANIE LAIRD 1001 MCKINNEY, SUITE 1		HOUSTON	TX	77002	713-520-1900	713-520-1025	SJOHNSON@MCGLINCHIEY.COM
AUTO ZONE INC.	PO BOX 116067		ATLANTA	GA	30368			
AIMBANK	C/O HIRSCH & WESTHEIIATTN: MICHAEL J. DURR: 1415 LOUISIANA, 36TH FI		HOUSTON	TX	77002	713-220-9165	713-223-9319	MDURRSCHMIDT@HIRSCHWEST.COM; VARG
WTG FUELS, INC	PO BOX 51140		MIDLAND	TX	79710-1140			
BRISTO BATTERY	PO BOX 3608		LUBBOCK	TX	79452	800-745-2052		

NAPA AUTO PARTS	310 N 4TH	LAMESA	TX	79331	432-363-2103	thomason@toddlawfirm.com
BENCHMARK BUSINESS	1607 BROADWAY ST.	LUBBOCK	TX	79401		
UPS	LOCKBOX 577	CAROL STREAM	IL	60132-0577	800-742-5877; 404-828-60	
SANTANDER CONSUMEFC/O QUILLING, SELANDE	ATTN: PATRICK M. LYNCI2001 BRYAN STREET, SU	DALLAS	TX	75201	214-871-2100	214-817-2111 PLYNCH@QSLWM.COM
EARL OWENS COMPANY	PO BOX 111787	CARROLLTON	TX	75011	469-892-2424	
JPMORGAN CHASE BANK/C/O ALDRIDGE PITE, LLP	ATTN: ALONZO Z. CASAS4375 JUTLAND DRIVE, SL PO BOX 17933	SAN DIEGO	CA	92177-0933	713-293-3610	858-412-2792
AUTOTRADER	PO BOX 932207	ATLANTA	GA	31193-2207		
CHARLES DARTER JR	PO BOX 64658	LUBBOCK	TX	79424		
SUNTRUST BANK	C/O MCGLINCHEY STAFFATTN: R. DWAYNE DANN THREE ENERGY SQUARE6688 NORTH CENTRAL E DALLAS	TX	75206	214-445-2445	214-445-2450	DDANNER@MCGLINCHEY.COM
CARGURUS	2 CANAL PARK # 4	CAMBRIDGE	MA	02141		
CITIZENS STATE BANK	C/O GOSSETT, HARRISO PO DRAWER 911	SAN ANGELO	TX	76902	325-653-3291	325-655-6838 PAULS@GHTXLAW.COM
SCOGGIN DICKEY	ATTN: DAVE ZWIACKER PO BOX 64910	LUBBOCK	TX	79424	806-589-0021	
B KING VENTURES, LLC	C/O KEY TERRELL & SECATTN: ANDREW R. SEGE4825 50TH ST., STE. A	LUBBOCK	TX	79414	806-793-1906	806-792-2135 ASEGER@THESEGERFIRM.COM
MUSA AUTO FINANCE, LLC	O PADFIELD & STOUT, ATTN: ALAN B. PADFIELD421 W. THIRD STREET, S	FORT WORTH	TX	76102	817-338-1616	817-338-1610 ABP@PADFIELDSTOUT.COM; JLEAVERTON@
GM, LLC	C/O DYKEMA COX SMITH-ATTN: MARK E. ANDREW1717 MAIN STREET, SUIT	DALLAS	TX	75201	214-462-6400	214-462-6401 MANDREWS@DYKEMA.COM; JGERBER@DYK
CDK GLOBAL	PO BOX 88921	CHICAGO	IL	60695-1921	847-397-1700	
REYNOLDS & REYNOLDS	ATTN: JOHN BRANNAM PO BOX 182206	COLUMBUS	OH	43218-2206	937-485-2000	JOHN-BRANNAM@REYREY.COM
CAPROCK FEDERAL CRE	C/O BLALACK & WILLIAM4851 LBJ FREEWAY, SUIT	DALLAS	TX	75244	214-630-1916	214-630-1112

HOLMES PLUMBING	ATTN: STEVE HOLMES 1432 CR 242	FLOYDADA	TX	79235	806-983-2251		
AMERIPRIDE SERVICES, PO BOX 1594		BEMIDJI	MN	56619-1594	800-660-3651		
FENDER TRUCK ACCESSPO BOX 2576		MIDLAND	TX	79702	432-683-8473		
QUALITY VENDING	1000 S.E. 6TH	AMARILLO	TX	79105	806-379-8584		
CLASSIC CHEVROLET, INC/O SHACKLEFORD, BOVATTN: DEREK D. ROLLIN9201 N. CENTRAL EXPRE		DALLAS	TX	75231	214-780-1400	214-780-1401	drollins@shackelford.law
ADI	5901 SPUR 327	LUBBOCK	TX	79424	806-798-4000		
LIBERTY CAPITAL BANK C/O HIGIER ALLEN & LALATTN: JASON T. RODRIG THE TOWER AT CITYPLA2711 N. HASKELL AVE., SDALLAS			TX	75204	972-716-1888	972-759-1366; 972-716-18	JRODRIGUEZ@HIGIERALLEN.COM
CONCHO SUPPLY	4102 SHERWOOD WAY	SAN ANGELO	TX	76902	855-777-0300		
STEPHEN C. FYFFE	C/O LAW OFFICES OF MIATTN: MICHAEL H. CARP 1102 MAIN STREET	LUBBOCK	TX	79401	806-747-3016	806-747-8411	RNEBB@CARPERLAW.COM; MCARPER@CAR
SCOGGIN DICKEY BUICKATTN: DAVE ZWIACKER PO BOX 64910		LUBBOCK	TX	79464	806-589-0021		
EARL OWEN CO.	C/O RITTER SPENCER PIATTN: DAVID D. RITTER 15455 DALLAS PARKWAY	ADDISON	TX	75001	214-295-5078	214-329-4362	DRITTER@RITTERSPENCER.COM
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